

# EXHIBIT B

# Misha Tseytlin

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309 West Johnson Street, Suite 442, Madison WI 53703; 608-999-1240

January 16, 2019

Senate President Roger Roth  
Wisconsin State Senate  
State Capitol, Room 219 South

Speaker Robin Vos  
Wisconsin State Assembly  
State Capitol, Room 211 West

Dear President Roth and Speaker Vos,

This letter memorializes your agreement to retain me as outside counsel for the Wisconsin Legislature in *League of Women Voters of Wisconsin v. Dean Knudson*, No. 19-cv-84, recently filed in Dane County Circuit Court. I will be responsible for providing you with all litigation services relating to this case. Our agreement is limited to this matter and can be terminated by either party, at any time, as permitted by law. I thank you very much for trusting me with this important representation.

The billing rates and structure for this matter will be as follows. My billing rate will be \$500.00 per hour. I will be the primary attorney working with you and your staff on this matter. You will be responsible for paying all reasonable costs associated with this case, including, but not limited to, court costs, legal research costs (such as Westlaw costs or Pacer fees), printing costs, and all other reasonable out-of-pocket expenses. If I join the partnership of a law firm during the time of this engagement, I intend to utilize associates and support staff of that partnership on this matter, as appropriate and reasonable. Before billing any associate or staff time, I will enter into a supplemental agreement with you as to the billing rates of those associates and support staff. I will send you billing statements monthly, with a description of the services performed, including the date, the person performing the services, the amount of time involved, and the task accomplished.

The fees described here are less than those I would typically charge in a commercial matter. If the Legislature prevails in this matter and is entitled to fees, the Legislature will seek to recover the full fees it would have incurred had I charged the fees typically charged to commercial clients. The Legislature will remit to me the full amount of any fees awarded, less any fees already paid.

If these terms are acceptable to you, please sign below and return this letter by e-mail. If you have any questions or concerns, please feel free to call.

Sincerely,

*Misha Fayth*

Accepted and agreed to:

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Troutman Sanders LLP  
One North Wacker Drive, Suite 2905  
Chicago, IL 60606



troutman.com

Misha Tseytlin  
misha.tseytlin@troutman.com

January 31, 2019

Senate President Roger Roth  
Wisconsin State Senate  
State Capitol, Room 219 South

Speaker Robin Vos  
Wisconsin State Assembly  
State Capitol, Room 211 West

**Re: Engagement of Troutman Sanders LLP**

Dear President Roth and Speaker Vos:

I have joined Troutman Sanders LLP ("Firm"). Accordingly, the purpose of this letter is to confirm the terms of the Firm's representation of the Wisconsin Legislature ("Client") in litigation styled as *League of Women Voters of Wisconsin v. Dean Knudson*, No. 19-cv-84, pending in Dane County Circuit Court ("the Engagement"). The scope of the Engagement may be expanded only by mutual written consent.

PAYMENT OF FEES AND EXPENSES

Client agrees to pay the Firm's fees, which are calculated as the amount of time spent by the Firm's professionals on the Engagement (including travel), multiplied by their individual hourly rates. I will be the primary attorney responsible for this matter, and my hourly rate for the Engagement will be \$500.00, which is less than my standard hourly rate. I will endeavor to staff the Engagement in an efficient and cost-effective manner, without sacrificing quality, and may assign a combination of partners, counsel, associates, staff attorneys, contract attorneys, paralegals, librarians, and clerks to work on various aspects of the Engagement. Hourly rates vary according to the level of experience and skill of the professional, but no professional will charge an hourly rate greater than \$500.00.

In addition to professional fees, Client agrees to reimburse the Firm for out-of-pocket expenses incurred in connection with the Engagement, such as printing or photocopying services, filing fees for courts and governmental offices, courier services, travel costs (transportation, lodging, meals, etc.), electronic discovery vendors, court reporters, investigators, consultants, experts, and computerized research services. Client authorizes the Firm to retain any vendors, investigators, consultants, or experts that the Firm determines are necessary in the Engagement, and, unless otherwise agreed, their fees and expenses will be paid by Client (not the Firm).

The Firm will send monthly invoices to Client for both fees and expenses, with an itemized description of the services rendered and costs incurred. Please review invoices and promptly notify the Firm of any questions or concerns. Payment is due upon receipt.

#### CONFLICTS OF INTEREST

The Firm represents only the Client – i.e., the Wisconsin Legislature. The Firm does not represent any other entity or individual related to Client, such as other branches of Wisconsin state government, state agencies or state officials. Neither Client nor the Firm is aware of any actual conflict of interest in the Firm's representation of Client in the Engagement at this time.

#### TERMINATION

Either Client or the Firm may terminate the Engagement at any time upon written notice. The Firm's termination is subject to applicable rules of professional conduct. If permission for withdrawal is required by a court or tribunal, the Firm will promptly apply for such permission, and Client agrees to execute any documents necessary for the withdrawal. Termination does not relieve Client from the obligation to pay for all fees and expenses incurred in the Engagement.

Absent termination, this Engagement concludes upon the Firm's transmission of its final invoice.

Upon completion of the Engagement or termination, the attorney-client relationship ends, unless Client engages the Firm for additional matters. The Firm has no continuing obligation to advise Client with respect to future legal developments. Firm newsletters or other general publications transmitted to Client do not revive the attorney-client relationship.

#### DOCUMENT RETENTION

Upon request by Client within 30 days of completion or termination of the Engagement, the Firm will return any of Client's records and property to Client (or successor counsel). With respect to all other material, including documents and data created by the Firm or received from others, the Firm will retain or dispose of such materials as the Firm determines appropriate and without further notice to Client, unless Client and the Firm agree to alternate arrangements.

If the Firm (or one of its attorneys) is subpoenaed or otherwise compelled to testify or produce documents in any court or administrative proceeding, whether during or after the Engagement, Client agrees to pay the Firm, at hourly rates then in effect, for the time spent and expenses incurred in preparing for and providing testimony or producing documents.

#### ACCEPTANCE

If this letter correctly reflects your understanding of the terms and conditions of the Engagement, please execute the letter below. Please promptly send a signed copy to me via e-mail, fax, or U.S. Mail, and please retain a copy for your records.

On behalf of the Firm, I sincerely thank you for the opportunity to be of service. We appreciate your confidence in the Firm, and we look forward to working with you.

TROUTMAN SANDERS LLP

*Misha Tseytlin*

By: \_\_\_\_\_  
Misha Tseytlin

THE WISCONSIN LEGISLATURE

Signature: *[Signature]*

Name: *Robert Vos*

Title: *Speaker of Assembly*

Date: *2-5-19*

Signature: *[Signature]*

Name: *Roger Roth*

Title: *Senate President*

Date: *2-5-19*